

**REQUEST FOR PROPOSALS TO PROVIDE
JUDICIAL SERVICES
TO THE
COQUILLE INDIAN TRIBE
OCTOBER 31, 2019**

I. PURPOSE OF THIS RFP

The purpose of this request for proposals (RFP) is to solicit bids from qualified individuals to provide Coquille Indian Tribal Court judicial services as the Tribe's Chief Judge. This proposal would be for a three-year appointment.

Proposers shall be solely liable for any costs incurred by them in the preparation and submission of proposals. All material submitted by bidders shall become the property of the Coquille Indian Tribe ("Tribe"). The Tribe may modify this RFP at any time prior to the due date by issuing a written addendum. An updated RFP will be maintained on the Tribe's website at www.coquilletribe.org. Verbal modifications to this RFP shall not be binding upon the Tribe. The Tribe may cancel, delay or suspend this solicitation at any time and for any reason. The Tribe may reject any or all proposals, in whole or in part. Failure to fully and truthfully disclose the information requested in this RFP may result in the disqualification of a proposal or termination of a contract, once awarded. Any questions related to this RFP should be directed in writing to Mike Frost, Human Resources Director, Coquille Indian Tribe (mikefrost@coquilletribe.org / (541) 756-0904).

Notice: in connection with this RFP and any associated contract, the Coquille Indian Tribe will:

- **Not waive its sovereign immunity;**
- **Require a successful bidder to consent to the regulatory and adjudicatory jurisdiction of the Tribe; and**
- **Require candidates to pass a background investigation.**

II. BACKGROUND INFORMATION

A. THE COQUILLE INDIAN TRIBE

The Coquille Indian Tribe is a federally recognized Indian tribe with over 1,100 members. The Tribal government headquarters is located at 3050 Tremont Street, North Bend, Oregon 97459. The Tribe's governing body is a 7-member Council elected by Tribal members aged 18 and older. The Tribal government employs about 130 people at the government headquarters in North Bend and at its Community Health Center in Coos Bay, Oregon, and soon expects this number to grow to 160. The Tribe also owns several enterprises, including

the Mill Casino-Hotel, which employ over 500 people. The Tribe has a five county Service Area, comprising: Coos, Curry, Douglas, Jackson and Lane Counties.

The Tribal government funds Tribal member services with revenues from Tribal, Federal, State and private sources. Major sources of non-grant revenue include distributions from the Mill Casino and other Tribally-owned enterprises, timber sales, and earnings from the Tribe's investment portfolios. Per capita distributions to Tribal members are constitutionally prohibited; the Tribe invests all of its funds into capacity building and service delivery to Tribal members. More information about the Coquille Indian Tribe is available at our website: www.coquilletribe.org.

The Tribe operates a Tribal Court, which includes a part time Chief Judge and a part time Court Clerk. The Tribal Court hears cases involving the following subject matters:

- Juvenile dependency / ICWA;
- Civil violations;
- Garnishment of employee wages;
- Peacegiving matters (a restorative justice approach to conflict and low-risk offenses);
- Domestic relations;
- Other disputes, as authorized under Tribal law.

A summary of the Tribal Court caseload for recent years is attached.

Current ordinances of the Tribe are available at: http://52.27.76.203/?page_id=1326

In January 2020, the Tribe anticipates that it will need to appoint a Chief Judge for a three-year term beginning on February 1, 2020. A copy of the job description for the Chief Judge is attached. Please note that appointment to this position is contingent on a proposer consenting to and passing a background investigation. Tribal law further provides that a Chief Judge can be removed for certain criminal convictions or related behaviors.

The Tribe invites proposals for individuals wishing to provide Chief Judge services on a contracted hourly basis. The Tribe's intention is to compensate the Chief Judge at an hourly rate for official court duties and at a reduced rate or fixed sum for work-required travel. Persons working under an hourly arrangement are ineligible for Tribal fringe benefits.

III. PROPOSAL PREPARATION INSTRUCTIONS AND REQUIRED INFORMATION

To facilitate the evaluation process and obtain the maximum degree of comparison possible, proposals should include the following information presented in the order and format shown below:

A. SECTION A - TECHNICAL PROPOSAL

- 1) Title Page: Show RFP subject, full legal name of the proposer and the proposer's mailing address, physical office address(es) (including any home office), telephone and fax numbers, name and email address and date of submission.
- 2) Transmittal Letter: A one or two-page summary stating the proposer's understanding of the work to be done and making a positive commitment to perform the work within a reasonable time period.
- 3) Profile, Qualifications and Experience of Proposer: Describe the range of activities performed by you and your relevant experience, including any similar work conducted for Indian tribal governments. Identify all current and former Oregon tribal government and tribal affiliate clients or employers. Include a résumé or biography describing education, background, employers, accomplishments and any other pertinent information. Provide one or more examples of judicial opinions or other writing samples. If applicable, please indicate if you are a Coquille Tribal member, a member of another Federally recognized tribe, a spouse of a Coquille Tribal member or a U.S. military veteran.
- 4) Answers to questions. Proposals shall include written responses to the following questions:
 - a) Consider the following types of legal practitioners: litigator, politician, mediator. Describe which of these types best describes you and why.
 - b) Why are you interested in this position?
 - c) Describe your approach to practicing law and/or handling litigation.

- d) How do you think the role of a tribal court judge might be different from other types of judges?

B. SECTION B - COST PROPOSAL

Clearly show the total cost for completing the statement of work. You may propose costs in either or both of the following mutually exclusive options:

Propose an hourly rate for you to perform official Chief Judge duties as set forth in this RFP. Propose an alternate hourly rate for your necessary travel. Propose how your travel-related expenses will be reimbursed. Describe how you will display your time in your billing.

Indicate whether your rates of compensation are negotiable.

C. SECTION C – REFERENCES

Provide the names, addresses, telephone, position title and email addresses of at least three professional references whom the Tribe may contact regarding your work. References may not be family or household members.

IV. PROPOSAL SUBMISSION INSTRUCTIONS

A. DUE DATE: PROPOSALS MUST BE RECEIVED NO LATER THAN 5:00 P.M. PACIFIC TIME, NOVEMBER 15, 2019, AT THE SUBMISSION ADDRESS, BELOW.

B. SUBMISSION OPTIONS (SELECT OPTION 1 OR 2):

- 1) Mailing Address for Paper Proposals (3 copies required):

Coquille Indian Tribe
3050 Tremont Street
North Bend, OR 97459
ATTN: Mike Frost

- 2) Email Address for Electronic Proposals:

Mike Frost, Human Resources Director: mikefrost@coquilletribe.org

With a copy to Scott Mickelson, Tribal In-House Attorney:
scottmickelson@coquilletribe.org

V. PROPOSAL EVALUATION CRITERIA

The proposals will be evaluated on the basis of the following criteria:

A. APPROACH

This criterion evaluates the degree to which the proposal clearly demonstrates: (1) an understanding of the work to be performed; and (2) an approach for accomplishing the work that is acceptable to the Tribe.

B. QUALIFICATIONS AND EXPERIENCE

Qualifications and experience of the proposer, including:

- 1) Relevant qualifications, including minimum qualifications;
- 2) Relevant experience, especially work on behalf of Indian tribes;
- 3) Demonstrated employment stability;
- 4) Exemplary demonstrated ethical behavior;
- 5) Reference recommendations;
- 6) Responses to written questions;
- 7) Interview performance (if one is scheduled). The review process may involve a pre-interview, and for selected proposers, a final interview.

C. COST OF SERVICES

The cost of the proposed services should be presented inclusive of all compensation. Travel reimbursement and compensation should be separately itemized.

D. TRIBAL AND INDIAN PREFERENCE

Tribal and Indian hiring and contracting preference shall apply to this RFP. The Tribe will give preference to bids received from proposers that are members of federally recognized Indian tribes, spouses of Coquille Tribal members and veterans. The Tribe will give additional preference to proposers that are members of the Coquille Indian Tribe.

VI. CONTRACT SPECIFICATIONS

A. ITEMS PROVIDED BY THE TRIBE

The Tribe shall provide an office and customary office equipment to perform the duties of the position. The Tribal Court Chief Judge also has an annual budget for regular court expenditures, and access to tribal government finance, human resources and other staff services. The office location is subject to change based on possible relocation of tribal administration facilities. It is possible that future Tribal Court hearings will take place in Lane and/or Jackson Counties in the State of Oregon, but initially all hearings will be held in North Bend, Oregon.

B. REQUIREMENTS

Proposers must be individual natural persons whom are eligible to work in the United States and who meet all qualifications to serve at Chief Judge in the attached position description. These qualifications include the following:

- Being at least 30 years of age at the time of appointment;
- Having received a law degree from an accredited law school;
- Current membership in at least one state bar association;
- One year of Tribal Court training, or equivalent non-Tribal Court training;
- A minimum of two years experience practicing in a Tribal Court or equivalent non-Tribal Court experience;
- Demonstrable knowledge of Indian law, federal law and Oregon law;
- Having at all times a current and valid Oregon driver's license in good standing, or the ability to obtain one; and
- Having no insurability issues with the Tribe's insurance carrier.

C. SCOPE OF REQUESTED SERVICES

The successful candidate is expected to provide the following services:

- Hearing all matters delegated to the court under Tribal law;
- Administration of the Tribal Court, the assignment of cases (if applicable), and the management of the Court's calendar and business;
- Supervising and coordinating training of the Court Clerk;
- Preparation of the Court's annual plan and budget;
- Maintaining access to laws applicable to proceedings coming before the Court; and
- Developing and maintaining a list of Acting Judges as set forth in the Tribal Court Ordinance, CITC Chapter 610.

The Chief Judge is also charged with the responsibility to promulgate rules of pleading, practice and procedure applicable to Tribal Court proceedings, subject to approval by the Tribal Council, however, most of these rules have already been established and the Tribe does not anticipate much if any work to be performed on these matters in the foreseeable future.

This RFP solicits candidates whom will focus their efforts on these core services. The Tribe does not wish the Chief Judge to pursue unlisted court development projects at this time; such projects may be considered in the future.

D. TYPE OF CONTRACT

The Tribe will not make advance payments under the contract. See Appendix A for sample contract terms, which are subject to negotiation unless otherwise provided in this RFP.

E. CONFIDENTIALITY

The Tribe will require the contractor to sign a nondisclosure agreement regarding Court matters that are treated as confidential, such as juvenile dependency matters.

APPENDIX A: SAMPLE CONTRACT FOR SERVICES

This Agreement between the Coquille Indian Tribe (“the Tribe”) of 3050 Tremont Street, North Bend, OR 97459 and _____ (“Contractor”) of _____ is for Contractor to provide Chief Judge services to the Tribe as more fully described below.

1. Purpose.

The purpose of this Agreement is for the Tribe to hire Contractor to perform Chief Judge services.

2. Term.

This Agreement will become effective on the date of the last signature and shall expire on _____, unless both parties sign a document extending this contract term.

3. Scope of Work and Deliverables.

Contractor will provide the following services, as well as any other services requested by the Tribal Council Chairperson:

- Hearing all matters delegated to the court under Tribal law;
- Administration of the Tribal Court, the assignment of cases (if applicable), and the management of the Court’s calendar and business;
- Supervising and coordinating training of the Court Clerk;
- Preparation of the Court’s annual plan and budget;
- Maintaining access to laws applicable to proceedings coming before the Court; and
- Developing and maintaining a list of Acting Judges as set forth in the Tribal Court Ordinance, CITC Chapter 610.

The Tribe’s receipt of these deliverables is a condition precedent to Contractor’s compensation.

4. Fees & Compensation.

Subject to the provisions of this Agreement and the availability of Tribal appropriations, Contractor shall be paid an amount not to exceed \$_____ per _____. Contractor must submit invoices before the Tribe will authorize payment. Contractor’s invoices may be submitted no more frequently than monthly. The Tribe will only consider invoices including the valid Tribal purchase order number(s) assigned to this Agreement. Invoices must describe the services provided, including the dates of service, and other detail as required by the Tribe. The Tribe will pay Contractor’s invoice within thirty (30) days after the Tribe authorizes Contractor’s invoiced charges. Before issuing payments under this Agreement, the Tribe may require Contractor to provide a completed and signed IRS Form W-9. The Tribe will not make advance payments under this Agreement.

5. [Reserved].

6. Assignment.

Contractor shall not assign this Agreement, in whole or in part without the advance written consent of the Tribe.

7. Limitations.

Contractor agrees to comply with applicable laws, regulations, procedures, and other requirements established by the funding agencies or the Tribe for work or use of funds under this Agreement. Contractor agrees to limit and not advise, recommend, or perform work beyond Contractor's expertise or the approved Scope of Work of this Agreement.

8. Sovereign Immunity.

Nothing in this Agreement waives the sovereign immunity of the Coquille Indian Tribe. Contractor does not have the ability or authority to waive the Tribe's sovereign immunity or consent to be sued on behalf of the Tribe.

9. Amendments.

This Agreement may be amended, modified, or changed only by mutual consent and approval, in writing, by both parties.

10. Independent Contractor.

Contractor stipulates that he/she is an independent contractor and not an employee of the Tribe; and therefore is responsible for all licenses, fees, worker compensation insurance premiums, unemployment insurance premium, permits, or taxes required as a condition for operating as a business. The Tribe will not withhold any money from Contractor's pay for taxes, FICA, FUTA, or for any other purpose. Contractor's work may be done on and/or off-site to accomplish the Scope of Work of this Agreement.

11. Records Access.

Contractor agrees to provide access to books, documents, papers and records of the Contractor which are directly pertinent to the Contractor's work under this Agreement for the purpose of making audit examination, excerpts, and transcripts to the applicable Federal agencies, the Controller General of the United States, and any of their duly authorized representatives, or Coquille Indian Tribe representatives, for a time period of not less than three years from the termination and/or completion of this Agreement.

12. Coquille Tribal Jurisdiction.

Generally, and for the purposes of enforcement of rights under this Agreement, Contractor consents to the jurisdiction of the Coquille Indian Tribe, Coquille Tribal Council, and the Coquille Tribal Court.

13. Applicable Law; Required Background Investigations.

The laws of the Coquille Indian Tribe shall govern, in all respects, the interpretation of this Agreement. While carrying out this Agreement, Contractor agrees to comply with all requirements under Coquille Tribal Law. Contractor agrees that all of Contractor's employees will submit to criminal background investigations, and if necessary, adjudications, to determine whether they satisfy the Tribe's Minimum Standards of Character.

BACKGROUND CHECK QUALIFICATIONS:

Tribal Human Resources Director (or designee) shall determine whether a background check is required and initial below:

Background is required _____ Background is not required _____
 Background is on file _____

A background check is required for employees, contractors, temporary hires, and all other types of personnel, when their written or unwritten duties involve: (1) Personal interaction with children at least once per week; (2) The authority to direct, supervise, mentor, care for, detain, or control children, in any manner, or (3) Serving within the chain of command over a person described in (1) or (2), above.

14. Dispute Resolution.

Whenever possible, the parties shall attempt to amicably resolve disputes under this Agreement. Subject to paragraph 8 of this Agreement and its jurisdictional bar to court action between the parties, and in recognition of the fact that the Chief Judge is the highest officer within the Tribal Court, the Coquille Tribal Council shall exclusively hear all disputes arising out of or relating to this Agreement.

15. Confidentiality.

Any reports, information or data shared with Contractor under this Agreement shall be confidential, and shall not be disclosed by Contractor without the Tribal Council Chairperson's authorization. Contractor will instruct each of Contractor's employees and subcontractors regarding this obligation. Contractor will also ensure that all such subcontractors and employees have contractual obligations to maintain confidentiality consistent with this paragraph. The obligations of this paragraph are of vital and material importance to the Tribe, and Contractor's failure to comply with this paragraph will be cause for immediate termination of this Agreement.

16. Use of Work Product.

The Coquille Indian Tribe shall own all intellectual property rights in all reports, data, plans, images, recordings, or other materials or items prepared by the Contractor.

17. Integration.

This Agreement, including all attached exhibits, contains the entire Agreement between the parties as to the above described subject matter. This Agreement supersedes all prior agreements between the parties pertaining to the subject matter.

18. Remedies Cumulative.

The rights and remedies of the Coquille Indian Tribe and the Contractor provided in this Agreement are cumulative to any other rights and remedies available under applicable law.

19. Time is of the Essence.

Time is of the essence in Contractor's performance of services under this Agreement.

20. Insurance.

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Contractor must carry insurance policies offering the following minimum coverage levels, if checked as required by the Tribal Legal Department. Contractor must provide a current and valid certificate of insurance demonstrating all required coverage levels before working under this Agreement. The Tribe shall have no obligation to pay Contractor until Contractor has fully complied with this Paragraph.

<u>Not Required</u>	<u>Required</u>	<u>Type</u>	<u>Minimum Coverage Levels</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Liability*	\$1,000,000 Each Occurrence \$2,000,000 Policy Aggregate \$5,000 Premise Medical *All covering operations, completed operations, contract disputes and personal injuries.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Automobile	\$1,000,000 Combined Single Limit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attorney Malpractice	Minimum required in state jurisdiction where Contractor is admitted to practice law

21. Tribal Contact.

For all purposes under this Agreement, the Tribal Contact Person is Brenda Meade, Tribal Council Chairperson; Tel: (541) 297-2996; Fax: (541) 756-0847; Email: brendameade@coquilletribe.org. Contractor must direct any question or concerns regarding any aspect of this Agreement to this Contact Person or his/her delegate.

22. Invalidity of Provisions.

In the event any provision of this Agreement is declared invalid or is unenforceable by a court exercising proper subject matter jurisdiction, such a court shall replace such provision as close as possible to the original intention of the Tribe and Contractor.

23. Noncompetition.

During the term of this Agreement and for a period of 36 months after termination of this Agreement Contractor must not perform any services for the Cow Creek Band of Umpqua Tribe of Indians or any of its affiliates. As used above, "affiliate" means any subsidiary, parent, division or other entity under common control or ownership with any of the above.

Approvals

By: Tribal Council Chairperson,
Coquille Indian Tribe

Date _____

By: [CONTRACTOR'S NAME]

Date _____

APPENDIX B: NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“**Agreement**”) is made and entered into as _____ (“**Effective Date**”), by and among the Coquille Indian Tribe (“**Tribe**”), and _____, (the “**Second Party**”).

RECITALS

- A. Tribe and Second Party wish to exchange information, some of which may be confidential.
- B. In the context of such discussions, Tribe and Second Party may wish to exchange confidential proprietary and business information, and Tribe is willing to disclose and receive such information to Second Party on a confidential basis subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Definitions. For purposes of this Agreement, “**Recipient**” shall mean Second Party, “**Discloser**” shall mean the Tribe or any agent, director, officer, contractor or employee of the Tribe, or any party to a confidential Tribal Court matter who discloses Confidential Information, and “**Confidential Information**” shall mean all information in any form concerning or arising from the services provided by Second Party to the Tribe; provided, however, that regardless of whether so marked or designated, any information which the Recipient has reason to know is confidential or proprietary of the Discloser shall be deemed Confidential Information of the Discloser.

2. Protection of Confidential Information. Recipient:

- a. shall maintain Confidential Information in confidence, shall not disclose Confidential Information, or any portion thereof, to any third party, and shall protect Confidential Information with at least the same degree of care as the Recipient uses in maintaining as secret its own confidential and proprietary information, but in no case less than a reasonable degree of care; and
- b. shall use Confidential Information received from the Discloser only for purposes of its internal evaluation of the potential relationship between the parties and to perform any obligations required by the other party.

3. Exceptions. This Agreement imposes no obligation on the Recipient with respect to any portion of Confidential Information which the Recipient can demonstrate through written or other tangible proof:

- a. was generally available to the public prior to Discloser’s first disclosure thereto to Recipient or subsequently becomes generally available to the public through no fault of the Recipient;
- b. was in Recipient’s possession prior to receipt from Discloser and not acquired directly or indirectly from Discloser;
- c. is lawfully received by the Recipient from a third party not directly or indirectly associated with Discloser and having no obligation of confidentiality with respect thereto;
- d. is disclosed to third parties without obligation of confidentiality with the prior written consent of Discloser; or
- e. is independently developed by Recipient without benefit of Confidential Information.

4. Required Disclosures. Nothing in this Agreement shall prohibit the Recipient from disclosing Confidential Information if legally required to do so by duly authorized judicial or governmental order or by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar

process in a judicial or governmental proceeding, provided that the Recipient shall give the Discloser prompt notice of such requirement prior to disclosure and cooperate with the Discloser in the event that either the Discloser elects to contest such disclosure or seek a protective order with respect thereto.

5. Ownership and Return of Confidential Information. All tangible information, including without limitation documentation, drawings and specifications furnished hereunder by either party to the other shall remain the property of the party of origin. Within thirty (30) days following request by the Discloser, the Recipient shall deliver to Discloser any tangible information submitted by Discloser hereunder, and either deliver, or destroy with a certificate attesting to such destruction by an officer of the Recipient, all copies, notes, diagrams, computer memory media and other materials prepared or created by the Recipient containing any portion of Confidential Information.

6. No Licenses Granted. Except as expressly provided herein, this Agreement shall not be construed as granting or conferring, either expressly or impliedly, any rights or licenses with respect to Confidential Information, or any intellectual property rights or other property rights relating thereto. Confidential Information shall remain the sole property of the Discloser. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of Second Party or the Tribe to enter into any further agreement with the other, with respect to the subject matter hereof or otherwise, or to require any party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties.

7. Term. This Agreement shall become effective as of the Effective Date and shall be perpetual. Expiration or termination of this Agreement shall not relieve the parties of any obligations set forth herein with respect to Confidential Information received under this Agreement prior to its expiration or termination, and all such obligation shall continue in accordance with the terms of this Agreement.

8. Disclaimer. SECOND PARTY AND TRIBE DO NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO, ANY INFORMATION PROVIDED UNDER THIS AGREEMENT.

9. Remedies. In the event of a breach or threatened breach of this Agreement by any party the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to seek preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

10. Reserved.

11. Assignment. Neither party may assign this Agreement or any rights or duties hereunder without the prior written consent of the other party and any attempted assignment without such consent shall be void.

12. Governing Law. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Oregon, without giving effect to the principles of conflicts of laws. In the event of invalidity or unenforceability of any provision of this Agreement, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

13. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior confidential disclosure agreements, written or oral communications, representations, undertakings or understandings between the parties with respect to the subject hereof. Any additions or modifications to this Agreement must be in writing and signed by both parties. This Agreement may be signed in counterparts.

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IN WITNESS WHEREOF, intending to be legally bound, each party has caused this Nondisclosure Agreement to be executed by its duly authorized representative.

COQUILLE INDIAN TRIBE

SECOND PARTY: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____